

**VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING**

**JUNE 17, 2013 – 7:00 P.M.
LEMONT VILLAGE HALL
418 MAIN ST.
LEMONT, IL 60439**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. UNFINISHED BUSINESS**
- IV. DISCUSSION ITEMS**
 - A. DISCUSSION OF FAÇADE GRANT PROGRAM FOR 308 CANAL STREET
(PLANNING & ED)(STAPLETON)(BROWN)**
 - B. DISCUSSION OF 4TH AMENDMENT TO FY 12-13 BUDGET (DRAFT BUDGET AMENDMENT
AND PRESENTATION TO BE DISTRIBUTED AT MEETING)
(ADMIN.)(REAVES)(WEHMEIER/SCHAFER)**
 - C. DISCUSSION OF 1ST AMENDMENT TO FY 13-14 BUDGET (DRAFT BUDGET AMENDMENT
AND PRESENTATION TO BE DISTRIBUTED AT MEETING)
(ADMIN.)(REAVES)(WEHMEIER/SCHAFER)**
 - D. DISCUSSION OF VILLAGE HALL COPIER LEASE (INFORMATION TO BE DISTRIBUTED AT
MEETING)
(ADMIN.)(REAVES)(WEHMEIER/SCHAFER)**
- V. NEW BUSINESS**
- VI. AUDIENCE PARTICIPATION**
- VII. MOTION TO ENTER EXECUTIVE SESSION - PERSONNEL**
- VIII. ADJOURN**



Village of Lemont
Community Development Department

418 Main Street · Lemont, Illinois 60439
phone 630-257-1595 · fax 630-257-1598

TO: Committee of the Whole

#054-13

FROM: James A. Brown, Planning & Economic Development Director

THRU:

SUBJECT: Façade Grant - 308 Canal Street (the Vault)

DATE: 13 June 2013

BACKGROUND

In 2010 the Village resurrected its Downtown Façade, Sign, and Site Improvement Grant Program, ("façade grants") with the passage of Ordinance O-51-10. Staff recently received one application for façade grant for window replacement at 308 Canal Street. Members of the HPC and I have reviewed the application and recommend a grant award of \$2,043.50.

The Historic Preservation Commission has issued a Certificate of Appropriateness for the work.

COW ACTION

Review grant application and advise on appropriateness of grant award and recommended amount of \$2,043.50.

ATTACHMENTS

Façade Grant Application, 308 Canal St
Facade Grant Worksheet
DRAFT Grant Agreement

Application for Downtown Façade, Sign, and Site Improvement Grant

APPLICANT INFORMATION

Applicant's Name Jerry Kulhaneh

Applicant's Address 5100 S. Lawndale McCook IL 60525

Applicant's Telephone # 773-908-2015

Applicant's E-mail Address _____

CHECK ONE OF THE FOLLOWING:

- Applicant is the owner of the subject property and is the signer of this application.
- Applicant is the contract purchaser of the subject property.
- Applicant is acting on behalf of the beneficiary of a trust.
- Applicant is a tenant on the subject property.

PROPERTY INFORMATION

Address of Subject Property/Properties 308 Canal

Parcel Identification Number of Subject Property/Properties 22-20-418-002-0000

PROJECT INFORMATION

Brief description of the proposed work (attach additional sheets if necessary)

REPLACEMENT OF WINDOWS

Estimated project costs

\$4100

Application for Downtown Façade, Sign and Site Improvement Grant, page 2 of 2

Village of Lemont

APPLICATION FEE AND SUPPORTING DOCUMENTS

- _____ Application fee is \$30.00 for each application; ATTACH CHECK MADE OUT TO "VILLAGE OF LEMONT"
- _____ Attach architectural elevations, plans, site plans, etc. as appropriate
- _____ Attach contractor proposals, quotes

FOR VILLAGE STAFF USE ONLY

Application received on: _____ By: _____

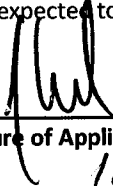
Fee amount received: _____

Eligibility requirements:

- Commercial establishment A13Project location within Downtown TIF
- Total project cost exceeds \$2,000
- Applicant is owner/tenant
- Project is for one or more of the following: exterior work, window, doors, lighting, roofing, signs, landscaping, parking lots, driveways, sidewalks, utility hook-up, fire suppression system/alarm

AFFIRMATION

I hereby affirm that I have full legal capacity to authorize the filing of this application and that all information, exhibits, and documents herewith submitted are true and correct to the best of my knowledge. I permit Village representatives to make all reasonable inspections and investigations of the subject property during the period of processing of this application. I understand that the submitted fee is non-refundable, and that prior to approval of grant reimbursement I will be expected to enter into an agreement with the Village of Lemont.


4-16-13

 Signature of Applicant Date
Cook

 State County

I, the undersigned, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act for the uses and purposes set forth.

Notary Signature

Given under my hand and notary seal this _____ day of _____ A.D. 20 _____.

My commission expires this _____ day of _____ A.D. 20 _____.

**C&W CONSTRUCTION
17450 W. BLUFF ROAD
LEMONT, IL 60439
630/739-1408**

PROPOSAL

JERRY
308 CANAL
LEMONT IL

04/11/13

Dear Mr. & Mrs. Homeowner,

Thank you for taking the time to meet with me and discuss ideas to remodel your home. I would briefly like to tell you about C & W Construction and why you will want to choose us for your home improvement project.

C & W Construction provides \$500,000.00 of liability insurance. We are licensed with the State of Illinois Department of Professional Regulations (#931d17363) for your protection.

- We are members of the Certified Contractors Network (CCN)
- We are members of the Illinois Dept. Of Professional Regulations
- We are members of the National Roofing Contractors Association (NRCA)
We are members of U.S. Inspect (building inspection service)

As a legitimate and dependable construction company, we maintain these affiliations and credentials in order to provide you with the highest level of confidence and customer service. We are registered, licensed and approved with many manufacturers for the installation of premium products.

- Our estimators are Quality Masters – knowledgeable in product differences and quality
- Our mechanics are qualified and attend pre-approved and ongoing training to keep them up to date on the latest technological advances in the roofing industry, including the local building codes and the NRCA specifications.

With a permanent place of business and over 40 years in the construction trade, we take pride in our quality workmanship, and the specialty services offered to our clients.

We do it right – We do it by the book – or We don't do it at all.

Very truly yours,

Larry Cimbalista

SCOPE OF WORK TO BE PERFORMED:

INSTALL 4 VINYL THERMAL PANE DBL HUNG WINDOWS ON UPPER FRONT OF BLDG. COLOR TO BE BRONZE EXT. & WHITE INT. GLASS U VALUE .32. THE BOTTOM SECTION OF GLASS WILL BE TEMPERED DUE TO CODE.

STANDARD WINDOW INSTALLATION

The existing window jambs will be stripped of necessary molding and sashes. This will allow the new vinyl window and jamb to be installed into the existing jamb. If the wood jamb is in need of repair, it will be done at an extra charge unless otherwise specified in the sales agreement.

Insulation will be put in between the new and existing jambs and the existing window stops are normally reinstalled. Some painting may be needed on stops; the customer usually handles this unless otherwise arranged.

We will

- **Fabricate aluminum trim stock to cover the window casings, joining corners with 45-degree angles COLOR: (_____)**
- **Use OSI QUAD for caulk around all window trim. This advanced caulk is based on terpolymer technology, which offers an alternative to silicone and urethane sealants. Its high performance terpolymer elastomers impart exceptional weather resistance, adhesion, elongation, and color-fade resistance.**

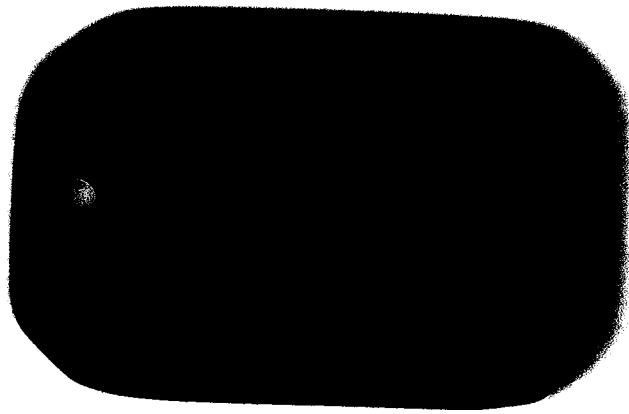
TOTAL INVESTMENT	\$3687.00
BRONZE	\$400.00

POTENTIAL UNFORESEEABLE COSTS

C & W Construction makes every effort to eliminate anything unforeseen, and the majority of projects experience no additional costs. However, "unforeseeable" means exactly that, and the potential for additional costs is a reality.

CND CONST
JERRY ~~KULHANI~~
KULHANI
308 CRDAL





BRONZE

Special Features

Die Cut Foam Gaskets to ensure no infiltration

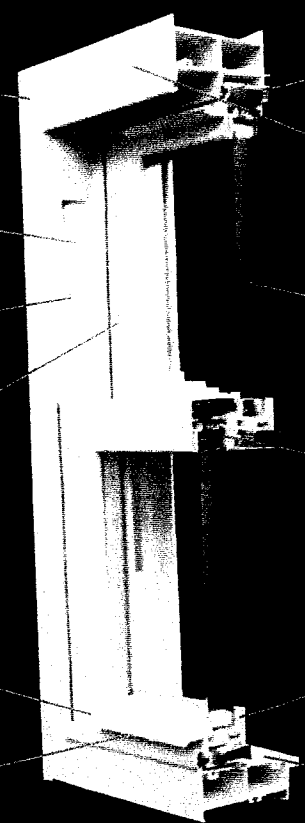
Patented Balance Cover will never slip down

Spiral or Coil Systems Available

Night Latches limit sashes from opening all the way

Welded Sashes Special Weather Stripping

Extruded Slim Line Lift Handle



Steel Reinforced Sashes fully welded sashes

Special PVC-Virgin Vinyl color is clear through

7/8" Thick Insulated Glass with Warm Edge Technology

Integral Interlock for extra added security and tightness

Dual Durometer Glazing Bead used for higher insulation value

True Sloped Sill permits water run-off

All product and hardware styles are subject to change

 Glass Options: Low-E Glass, Argon Gas, Frosted, Colonial/Diamond Grids, V-Groove, Clean Free

The ReZilience 3000 Mechanical Window Series

The ReZilience 3000 was engineered to withstand pressure exerted during shifting. As time progresses houses may shift. The ReZilience 3000 was designed to move with the house - we like to say it has 'give' - while maintaining its airtight properties. If a house shifts and a window has no give, the end result will be a broken window.

ReZilience 3000 windows are built with precision and care. The 7/8" thick insulated glass (Warm Edge Technology) is made with the most innovative glass machines on the market. Computerized saws cut our vinyl profiles for truly accurate results. The masterframe corners have die cut foam gaskets that protect against air infiltration when screwed together, sashes are fully welded. Be assured that the ReZilience 3000 is made with the most updated machinery in the Fenestration Industry!

Experience ReZilience 3000 Windows in:
Double Hungs, Picture Windows, Bays & Hopper Windows.

3000 Double Hungs & Picture Windows are Mechanical Master Frame/ Welded Sashes
Hopper Windows are Mechanical Master Frame/ Mechanical Sashes-available in all color selections

Color Selection

Window Colors:



White

Lang Exterior, Inc.

Southside: 2323 W. 59th Street Chicago, IL
Northside: 3529 N. Pulaski Road Chicago, IL

773.737.4500

Visit us on the Internet: www.langexterior.com

Worksheet

Downtown Façade, Sign, and Site Improvement Grant Program

Application for: 308 Canal St Windows

Eligibility Requirements

Commercial establishment in downtown TIF	yes
Total project cost at least \$2,000	yes
Applicant is owner / tenant of property	yes
Work listed below deemed eligible	yes
Work has not started	yes

Proposed Work	Eligibility	Cost	Eligible Cost
Replace windows	yes	\$4,087.00	\$4,087.00

Totals		\$4,087.00	\$4,087.00
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MAXIMUM POSSIBLE AMOUNT OF GRANT: **\$2,043.50**
Grant cannot exceed \$15,000

Notes

1 **VILLAGE OF LEMONT**

2
3 **DOWNTOWN FAÇADE, SIGN, AND SITE IMPROVEMENT**
4 **GRANT PROGRAM AGREEMENT**
5

6 **THIS AGREEMENT**, entered into this 7 day of June , 2013, between the Village of
7 Lemont, Illinois (hereinafter referred to as the "VILLAGE") and the following designated
8 OWNER/LESSEE, to wit:

9
10 Owner's/Lessee's Name: Jerry Kulhanek

11
12 Address: 5100 S. Lawndale

13
14 City: McCook State: Illinois Zip Code: 60525

15
16 Name of Business:

17
18 Project Address(es): 308 Canal Street, Lemont IL 60439

19
20 **WITNESSETH**

21 **Whereas**, the VILLAGE has established a Downtown Facade, Sign, and Site
22 Improvement Grant Program for application within certain designated commercial
23 rehabilitation areas of the VILLAGE known as the Tax Increment Financing District; and
24

25 **Whereas**, said Downtown Facade, Sign, and Site Improvement Grant Program is
26 administered by the VILLAGE and is funded from District Revenues for purposes of control
27 and prevention of blight, dilapidation and deterioration of designated areas within the
28 District, and

29
30 **Whereas**, pursuant to said Program the VILLAGE has agreed to participate, subject
31 to its sole discretion, in sharing the costs of downtown building, sign, and site improvements
32 to commercial establishments within the District; and

1 **Whereas**, the OWNER's/LESSEE's property is located within the Tax Increment
2 Financing District/Downtown, a designated rehabilitation area, and the OWNER/LESSEE
3 desires to participate in the Downtown Façade, Sign, and Site Improvement Grant Program
4 pursuant to the terms and provisions of this agreement.
5

6 **NOW, THEREFORE**, in consideration of the mutual covenants and agreement
7 obtained herein, the VILLAGE and OWNER/LESSEE do hereby agree as follows:
8

9 **Section 1.** COST SHARING. The VILLAGE shall reimburse the OWNER/LESSEE
10 for fifty percent of the costs for property improvements, as described in Exhibit A, to the
11 OWNER's/LESSEE's property. **The maximum amount of reimbursement for said**
12 **property improvements shall not exceed \$2,043.50.** The maximum amount of
13 reimbursement for sign installation/improvements shall not exceed \$750.00, and the
14 maximum amount of reimbursement for architectural fees shall not exceed \$1,000.00.
15

16 **Section 2.** PLAN APPROVAL. No building, sign, or site improvement shall be
17 undertaken until the building, sign, and/or site plans have been submitted to and approved by
18 the VILLAGE. Following approval, the OWNER/LESSEE shall cause all such
19 improvements to be completed within 180 days of the date of the approval of this
20 Agreement.
21

22 **Section 3.** REVIEW OF PROJECT. The Planning & Economic Development
23 Director shall periodically review the progress of the contractor's work on the building, sign,
24 and site improvements pursuant to this Agreement. Such inspections shall not replace any
25 required permit inspection by Village Inspectors. All work which is not in conformance with
26 the approved drawings and specifications shall be immediately remedied by the
27 OWNER/LESSEE and deficient or improper work shall be replaced and made to comply
28 with the approved drawings, specifications, and terms of this Agreement.
29

30 **Section 4.** DOCUMENTATION REQUIREMENTS. Upon completion of the
31 building and site improvement/historic preservation and upon its final inspection and
32 approval by the Building Department, the OWNER/LESSEE shall submit to the VILLAGE
33 a properly executed and notarized contractor statement and architect fee statement showing
34 the full cost of the work as well as each separate component amount due to the contractor
35 and each and every subcontractor involved in furnishing labor, materials, or equipment in the
36 work.

1 In addition, the OWNER/LESSEE shall submit to the VILLAGE proof of payment of the
2 contract cost pursuant to the contractor's and architect's statements. The VILLAGE shall,
3 within sixty days of receipt of the contractor's statement and proof of payment issue a
4 check to the OWNER/LESSEE. In no case shall the amount paid to the
5 OWNER/LESSEE exceed the amount specified in this Agreement or in the contractor's or
6 architect's statements. At the time of reimbursement and throughout the term of this
7 agreement, the land use and signage under the control of the OWNER/LESSEE shall be in
8 conformance with zoning and sign code provisions.

9
10 **Section 5.** FAILURE TO COMPLETE WORK. If the OWNER/LESSEE or his
11 contractor fails to complete the building, sign, or site improvements in conformity with the
12 plans provided for in Exhibits A, B, and C and in conformity with the provisions of this
13 Agreement, this Agreement shall terminate and the financial obligation on the part of the
14 VILLAGE shall cease and become null and void.

15
16 **Section 6.** FILING OF LIEN/MAINTENANCE OF IMPROVEMENT. Upon
17 completion of the building and site improvement work pursuant to this Agreement and for a
18 period of three (3) years thereafter, the OWNER/LESSEE shall be responsible for properly
19 maintaining such building and site improvement/historic preservation in its finished form and
20 without change or alteration thereto, as provided in this Agreement, and for the said period of
21 three (3) years following completion of the construction thereof, the OWNER/LESSEE shall
22 not enter into any Agreement or contract or take any other steps to alter, change or remove
23 such improvement, or the approved design thereof, nor shall OWNER/LESSEE undertake any
24 other changes, by contract or otherwise, to the improvement provided for in this Agreement
25 unless such changes are first submitted to the Planning & Economic Development Director,
26 and any additional review body or commission for approval; which approval shall not be
27 unreasonably withheld if the proposed changes do not substantially alter the original design
28 concept of the building and site improvements as specified in the drawings and plans
29 approved pursuant to this Agreement. In addition to this section, a lien on the
30 OWNER/LESSEE property shall be filed prior to the final payout of the program
31 reimbursement.

32
33 **Section 7.** UNRELATED IMPROVEMENTS. Nothing herein is intended to limit,
34 restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the
35 subject premises which is unrelated to the building, sign, and site improvement provided for
36 in this Agreement.

37
38 **Section 8.** AGREEMENT APPLICABLE TO FUTURE OWNERS. This
39 Agreement shall be binding upon the VILLAGE OF LEMONT and upon the
40 OWNER/LESSEE and its successors, to said property for a period of three years from and
41 after the date of completion and approval of the improvements provided for herein. It shall be
42 the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of
43 Section 7 of this Agreement.

1 **Section 9.** VILLAGE INDEMNIFICATION REGARDING CONSTRUCTION.

2 The owner of the subject property agree to defend and hold harmless the Village from any
3 and all claims which may arise out of said owners' construction activities under this
4 Agreement.

5
6 **Section 10.** GENERAL INDEMNIFICATION. In the event that, as a result of this

7 Agreement, or actions taken as required hereunder, the VILLAGE is made a party defendant
8 in any litigation arising by reason of this Agreement, and development activities
9 contemplated hereunder, the owners agree to defend and hold harmless the VILLAGE, the
10 mayor, trustees, officers and agents thereof, individually and collectively, from any
11 suits and from any claims, demands, setoff or other action including but not limited to
12 judgments arising therefrom. The obligation of the owners hereunder shall include and
13 extend to payment of reasonable attorneys' fees for the representation of the VILLAGE and
14 its officers and agents in such litigation and includes expenses, court costs and fees; it
15 being understood that the owners where there shall be no applicable standards provided
16 therein, shall have the right to employ all such attorneys to represent the VILLAGE and its
17 officers and agents in such litigation, subject to the approval of the corporate authorities of
18 the VILLAGE, which approval shall not be unreasonably withheld. The owners shall have
19 the right to appeal to courts of appellate jurisdiction any judgment taken against the
20 VILLAGE or its officers or agents in this respect, and the Village shall join in any such
21 appeal taken by the owners.

22
23 **Section 11.** PERFORMANCE OF AGREEMENT. It is agreed that the parties hereto

24 may in law or in equity, by suit, action, mandamus, or any other proceeding, including
25 specific performance, enforce or compel the performance of this Agreement, which shall
26 include the right of the parties to recover a judgment for monetary damages against each
27 other, provided, however, that the owners shall not have a right to recover a judgment for
28 monetary damages against any elected or appointed official of the VILLAGE for any breach
29 of any of the terms of this Agreement. The VILLAGE reserves the right to maintain
30 an action to recover damages or any sums which owners have agreed to pay pursuant to this
31 Agreement and which have become due and remained unpaid.

32
33 **Section 12.** EXHIBITS. It is agreed that Exhibits A through B shall be considered
34 part of this agreement.

35
36 **Section 13.** DISPLAY OF VILLAGE FUNDING PROMOTIONAL MATERIAL.

37 The OWNER/LESSEE hereby agrees to prominently display a poster identifying the
38 property as receiving VILLAGE funding under the Downtown Façade, Sign, and Site
39 Improvement Grant Program. The sign will be provided by the VILLAGE and shall be
40 displayed upon approval of this Agreement to no less than thirty days after final approval
41 and reimbursement is made.

1 IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date
2 first appearing above.

3
4
5 **OWNERS/LESSEE**

VILLAGE OF LEMONT

6
7
8 _____
9 **Property OWNER**

_____ **Village President**

10
11
12 **Date:** _____

Date: _____

13
14
15 _____
16 **LESSEE**

17
18 **Date:** _____

19
20
21
22
23
24
25
26 **ATTEST:**

27
28
29 **By:** _____

Village Clerk

EXHIBITS

EXHIBIT A

EXHIBIT B

SAMPLE LIEN SIGNED AND NOTARIZED